WR Grace

Bankruptcy Form 10

Index Sheet

SR00000231

Claim Number: 00002342

Receive Date: 11 / 19 / 2002

Multiple Claim Reference

Claim Number _____

- ☐ MMPOC Medical Monitoring Claim Form
- ☐ PDPOC Property Damage
- ☐ NAPO Non-Asbestos Claim Form
- ☐ Amended

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- ☐ MMPOC Medical Monitoring Claim Form
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Attorney Information

Firm Number: 00218

Firm Name: Stevens & Lee

Attorney Number: 00091

Attorney Name: Joseph Grey

Zip Code: 19801

Cover Letter Location Number: SR00000231

Attachments Medical Monitoring	Attachments Property Damage	Non-Asbestos
☐ TBD	☐ TBD	☒ Other Attachments
☐ TBD	☐ TBD	
☐ TBD	☐ TBD	
☐ TBD	☐ TBD	
☐ TBD	☐ TBD	
	☐ Other Attachments	

Other

- ☐ Non-Standard Form
- ☐ Amended
- ☐ Post-Deadline Postmark Date

United States Bankruptcy Court for the District of Delaware	PROOF OF CLAIM
In re: W. R. Grace & Co.	Case Number: 01-1139

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor:
(The person or other entity to whom the debtor owes money or property)
The Home Insurance Company

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

☐ Check box if you have never received any notices from the bankruptcy court in this case.

☐ Check box if the address differs from the address on the envelope sent to you by the court.

Address Where Notices Should be Sent:
March Coleman, Esquire
Steptoe & Johnson LLP
1330 Connecticut Ave. NW
Washington, D.C. 20036

Joseph Grey, Esquire
Stevens & Lee PC
300 Delaware Avenue, Suite 800
Wilmington, DE 19801

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ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR: **N/A**

Check here if this claim ☐ replaces a previously filed claim, dated: ☐ amends _____

1. BASIS FOR CLAIM

- ☐ Goods sold
- ☐ Services performed
- ☐ Money loaned
- ☐ Personal injury/wrongful death
- ☐ Taxes
- ☒ Other (Describe briefly) **See attached**
- ☐ Retiree benefits as defined in 11 U.S.C. § 1114(a)
- ☐ Wages, salaries, and compensation (Fill out below)
  Your social security number _____
  Unpaid compensation for services performed
  from _____ (date) to _____ (date)

2. DATE DEBT WAS INCURRED: **September 27, 1993 and November 14, 1997**

3. IF COURT JUDGMENT, DATE OBTAINED: **N/A**

4. TOTAL AMOUNT OF CLAIM AT TIME CASE FILED:
If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below. **Unliquidated**
Check this box if claim includes interest or other charges in addition to the principal amount of the claim. (Total)
Attached itemized statement interest or additional charges.

5. SECURED CLAIM.

☐ Check this box if your claim is secured by collateral (including a right of setoff).

Brief Description of Collateral:
☐ Real Estate ☐ Motor Vehicle ☐ Other _____

Value of Collateral: $_____

Amount of arrearages and other charges at time case filed included in secured claim, if any:

UNSECURED NONPRIORITY CLAIM – **Subject to reservation of right as noted on attachment.**

☒ A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.

6. UNSECURED PRIORITY CLAIM.

☐ Check this box if you have an unsecured priority claim.
Amount entitled to priority $_____
Specify the priority of the claim:

- ☐ Wages, salaries, or commissions (up to $4,300), *earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier. 11 U.S.C. § 507(a)(3).
- ☐ Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4).
- ☐ Up to $1,950* of deposits toward purchase, lease, or rental of property or services for personal, family or household use - 11 U.S.C. § 507(a)(6).
- ☐ Alimony, maintenance or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7).
- ☐ Taxes or penalties of governmental units - 11 U.S.C. § 507(a)(8).
- ☐ Other - specify applicable paragraph of 11 U.S.C. § 507(a)(__).

* Amounts are subject to adjustment on 4/1/01 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

7. CREDITS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.

8. SUPPORTING DOCUMENTS: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.

9. DATE-STAMPED COPY: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

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Date: **November 13, 2002**

Sign and print name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any):

By: Joseph Grey, Esquire (DE Bar ID 2358)

WR Grace BF.11.42.2094
00002342
SR=231

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to five years, or both. 18 U.S.C. §§ 152 and 3571

REC'D NOV 19 2002

EXHIBIT "A"

IN RE: W.R. GRACE & CO., et al. (collectively, "Debtor")

Chapter 11 - Case No. 01-01139 (JKF)
Jointly Administered

PROOF OF CLAIM BY THE HOME INSURANCE COMPANY ("Claimant")

Claimant asserts an unsecured claim ("Claim") against the Debtor and its bankruptcy estate as of the petition date, April 2, 2001. Pursuant to a Settlement Agreement dated September 27, 1993 and a Settlement Agreement dated November 14, 1997 (the "Agreements") Claimant and the Debtor settled disputes relating to certain insurance issues. The Agreements are not attached hereto because they are subject to strict confidentiality restrictions.

Pursuant to the Agreements, Debtor is obligated to indemnify Claimant and hold Claimant harmless in respect to any claim or claims made against Claimant asserting any right under, through, or related to certain alleged insurance policies. While no such claims were pending as of the petition date, Claimant asserts a contingent, unliquidated claim in connection with its right to indemnification.

Claimant reserves the right to amend or supplement this Proof of Claim periodically. In addition, Claimant reserves the right to file a proof of administrative claim to the extent that it is entitled to such priority.